

1 JOHN D. MUNDING  
2 CRUMB & MUNDING, P.S.  
3 111 S. Post Street, PH 2290  
4 Spokane, WA 99201  
5 (509) 624-6464  
6 munding@crumb-munding.com

7  
8  
9 Attorney for Debtor-in-Possession.  
10  
11  
12

13 **UNITED STATES BANKRUPTCY COURT**  
14 **EASTERN DISTRICT OF WASHINGTON**

15 **In re**  
16 **CENTURION PROPERTIES III,**  
17 **LLC,**  
18  
19 **Debtor.**

20 Case No. 10-04024-FLK 11

21 Chapter 11

22  
23  
24  
25  
26 **FIRST INTERIM ORDER**  
**AUTHORIZING USE OF CASH**  
**COLLATERAL PENDING FUTURE**  
**ORDER**

27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
6010  
6011  
6012  
6013  
6014  
6015  
6016  
6017  
6018  
6019  
6020  
6021  
6022  
6023  
6024  
6025  
6026  
6027  
6028  
6029  
6030  
6031  
6032  
6033  
6034  
6035  
6036  
6037  
6038  
6039  
6040  
6041  
6042  
6043  
6044  
6045  
6046  
6047  
6048  
6049  
6050  
6051  
6052  
6053  
6054  
6055  
6056  
6057  
6058  
6059  
6060  
6061  
6062  
6063  
6064  
6065  
6066  
6067  
6068  
6069  
6070  
6071  
6072  
6073  
6074  
6075  
6076  
6077  
6078  
6079  
6080  
6081  
6082  
6083  
6084  
6085  
6086  
6087  
6088  
6089  
6090  
6091  
6092  
6093  
6094  
6095  
6096  
6097  
6098  
6099  
60100  
60101  
60102  
60103  
60104  
60105  
60106  
60107  
60108  
60109  
60110  
60111  
60112  
60113  
60114  
60115  
60116  
60117  
60118  
60119  
60120  
60121  
60122  
60123  
60124  
60125  
60126  
60127  
60128  
60129  
60130  
60131  
60132  
60133  
60134  
60135  
60136  
60137  
60138  
60139  
60140  
60141  
60142  
60143  
60144  
60145  
60146  
60147  
60148  
60149  
60150  
60151  
60152  
60153  
60154  
60155  
60156  
60157  
60158  
60159  
60160  
60161  
60162  
60163  
60164  
60165  
60166  
60167  
60168  
60169  
60170  
60171  
60172  
60173  
60174  
60175  
60176  
60177  
60178  
60179  
60180  
60181  
60182  
60183  
60184  
60185  
60186  
60187  
60188  
60189  
60190  
60191  
60192  
60193  
60194  
60195  
60196  
60197  
60198  
60199  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246  
60247  
60248  
60249  
60250  
60251  
60252  
60253  
60254  
60255  
60256  
60257  
60258  
60259  
60260  
60261  
60262  
60263  
60264  
60265  
60266  
60267  
60268  
60269  
60270  
60271  
60272  
60273  
60274  
60275  
60276  
60277  
60278  
60279  
60280  
60281  
60282  
60283  
60284  
60285  
60286  
60287  
60288  
60289  
60290  
60291  
60292  
60293  
60294  
60295  
60296  
60297  
60298  
60299  
60200  
60201  
60202  
60203  
60204  
60205  
60206  
60207  
60208  
60209  
60210  
60211  
60212  
60213  
60214  
60215  
60216  
60217  
60218  
60219  
60220  
60221  
60222  
60223  
60224  
60225  
60226  
60227  
60228  
60229  
60230  
60231  
60232  
60233  
60234  
60235  
60236  
60237  
60238  
60239  
60240  
60241  
60242  
60243  
60244  
60245  
60246

1 appearing that the proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);  
2 and it appearing that venue of this proceeding and this Motion is proper in this District  
3 pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of this Motion and the  
4 opportunity for a hearing on this Motion were appropriate under the circumstances  
5 and that no other or further notice need be given; and after due deliberation and  
6 sufficient cause appearing therefore, it is hereby **ORDERED**:

- 7       1. The Motion is hereby **granted in part and denied in part** as set forth  
8 herein;
- 9       2. The Debtor is authorized to use cash collateral held in the Lockbox for  
10 payment of:
  - 11       a. The July 14, 2010 - Task Order Request in an amount not to  
12 exceed \$123,500.52, as identified in the invoices previously filed  
13 with the Court and;
  - 14       b. The July 14, 2010 - Service Order Request in an amount not to  
15 exceed \$133,315.16, as identified in the invoices previously filed  
16 with the Court.
  - 17       c. The Debtor is also authorized on an interim basis to receive the  
18 sum of \$82,000.00 for purposes of anticipated and unanticipated  
19 maintenance and repair expenses of the Battelle Property. This  
20 money shall be placed in the Debtor's account, with expenditures  
21 there from accounted for by the Debtor within thirty days of the  
22 date expended.
  - 23       d. The July 31, 2010 - Task Order and Services Order Requests  
24 shall be submitted to GECC by the Debtor in a similar manner to  
25 those Task Order and Service Order requests of July 14, 2010

26  
FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 2

CRUMB & MUNDING, P.S.  
THE DAVENPORT TOWER  
111 S. POST STREET, PH 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155

which shall be paid and funds released from the Lockbox to the Debtor upon approval by GECC, in accordance with terms of this Order.

3. Subject to its confirmation that the expenses covered by such Task Order Request and Service Order Request are for expenses reasonably related to the maintenance and repair of the Battelle Property, GECC is directed to instruct Deutsche Bank to release from the Lockbox to the Debtor the amount of \$338,815.68, representing the sum of the amounts set forth in paragraph 2.a, 2.b and 2.c.

9       4. Without prejudice to its claim to be paid default rate interest on its loan to  
10 the Debtor, GECC is authorized to instruct Deutsche Bank to release from the  
11 Lockbox to GECC the amount of \$330,000.00, representing the uncontested minimum  
12 amount of adequate protection payment that GECC is entitled to receive for the month  
13 of July 2010.

14        5. The Debtor, GECC and Deutsche Bank are authorized and empowered to  
15 take all actions necessary to implement the relief granted in this Order, and the Stay is  
16 hereby lifted to permit GECC to apply the payment described in paragraph 4 hereof to  
17 the outstanding amount of GECC's loan to the Debtor in such order and manner as  
18 GECC may be entitled to pursuant to its agreements with the Debtor.

19       6.    GECC is entitled to adequate protection of its respective interests in  
20 connection with the Debtor's use of cash collateral and imposition of the automatic  
21 stay. At this time, however, the Court makes no findings or conclusions with respect  
22 to the value of the Debtor's property, the "equity cushion," if any, that GECC has  
23 therein or the adequacy of any such equity cushion as adequate protection.

24 7. In consideration for the use of cash collateral, pursuant to this Order,  
25 GECC's first lien upon property owned, leased or otherwise controlled by the Debtor,

**FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 3**

**CRUMB & MUNDING, P.S.**  
THE DAVENPORT TOWER  
111 S. POST STREET, PH 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155

1 and products, rents and proceeds, is hereby confirmed subject to further review of this  
2 Court.

3 8. So long as the Debtor is authorized to use cash collateral pursuant to this  
4 Order, the Debtor shall not seek any order under 11 U.S.C. § 364(d)(1) with respect to  
5 any property of the Estate which is subject to a security interest of GECC except for  
6 (i) a loan whose proceeds would be used to pay GECC's loan in full, and (ii) as GECC  
7 may agree in writing.

8 9. If the protections afforded herein are, in retrospect, inadequate or  
9 otherwise fail to adequately protect GECC's interest, GECC may be entitled to the full  
10 extent of any deficiency, to the "super-priority" afforded by Section 507(b) of the  
11 Bankruptcy Code.

12 10. The Debtor reserves the ability to seek additional use of cash collateral;  
13 and GECC shall have the ability to withhold its consent, object to, contest, and  
14 challenge any such additional use of cash collateral.

15 11. Except in case of emergency, unless GECC agrees otherwise in writing,  
16 the Debtor is directed to provide GECC (i) at least 15 days' prior notice particularly  
17 identifying the items for which the Debtor proposes to make further use cash collateral  
18 together with (ii) a detailed operating budget for the month or months included in the  
19 period during which such cash collateral is proposed to be expended.

20 12. The Debtor reserves the right to challenge default interest, penalties and  
21 attorney's fees being asserted under the loan agreement, and GECC reserves the right  
22 to claim the same, and shall otherwise have the right to defend and protect its right in  
23 such manner as it may determine.

24  
25  
26

FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 4

CRUMB & MUNDING, P.S.  
THE DAVENPORT TOWER  
111 S. POST STREET, PH 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155

1           13. Notwithstanding the possible applicability of Rules 6004(h), 7062, and  
2 9014 of the Federal Rules of Bankruptcy Procedure, or otherwise, the terms and  
3 conditions of this Order shall be immediately effective and enforceable upon its entry;

4           14. The Debtor may use GECC's cash collateral (i) only to the extent set  
5 forth in paragraph 2 of this Order, and (ii) solely for the purpose of paying  
6 expenditures, in the ordinary course of its business and (iii) subject at all times to the  
7 provisions of this Order, the Bankruptcy Code and such restrictions as may be  
8 imposed by the Court.

9           15. As part of the adequate protection of GECC's interest in cash collateral,  
10 GECC is hereby granted a security interest pursuant to 11 U.S.C. § 552 and to the  
11 extent provided in the existing security documents or applicable non-bankruptcy law,  
12 to extent to the Debtor's property acquired before the petition date and to proceeds,  
13 products, rents or profits of such property acquired by the Debtor after the petition  
14 date, and a lien upon all post-petition collateral of the same nature and extent and in  
15 all proceeds there from ("Replacement Collateral") as held by GECC pre-petition, to  
16 secure any diminution in value of the cash collateral after the petition date (the  
17 "Adequate Protection Lien").

18           16. The Adequate Protection Lien is deemed valid and enforceable as of the  
19 petition date. The granting of the Adequate Protection Lien is in addition to the liens  
20 and security interests of GECC in its existing collateral. The Replacement Collateral  
21 is governed by all the terms of the Notes, security agreements and other financial  
22 documents covering the collateral of GECC, except to the extent (if at all) directly  
23 contrary to the terms this Order. The Adequate Protection Lien is deemed attached  
24 and perfected automatically and retrospectively to the petition date by entry of this  
25 Order. GECC shall not be required to record mortgages or file financing statements in  
26

FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 5

CRUMB & MUNDING, P.S.  
THE DAVENPORT TOWER  
111 S. POST STREET, PH 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155

1 order to perfect the Adequate Protection Lien. The Debtor shall provide (i) rental,  
2 property maintenance, receivable and inventory reports to GECC on or before the  
3 [first] day of each calendar month this Order (or a replacement cash collateral order) is  
4 in effect commencing on August [1], 2010, and (ii) such other information relating to  
5 the Battelle Property and its leasing as GECC may reasonably request from time to  
6 time. In addition, the Debtor shall allow GECC access, no more than monthly, to  
7 audit the status of rental, property maintenance, accounts receivable and inventory, on  
8 reasonable notice.

9       17. The Debtor shall honor the covenants in the existing security documents  
10 relating to insurance coverage on the existing collateral and insurance coverage shall  
11 continue in full force and effect as to the existing collateral.

12       18. The Debtor shall timely file all United States Trustee Operating Reports  
13 and provide copies to each Cash Collateral Lender.

14       19. Any of the following events shall constitute an event of default:  
15           a. Failure of the Debtor to comply with the terms of this Order;  
16           b. Entry of an order or judgment (i) terminating the authority of the  
17            Debtor to use all or any portion of the existing collateral or  
18            Replacement Collateral; or (ii) dismissing this bankruptcy case or  
19            converting this case to a Chapter 7 case; or (iii) appointment of a  
20            Trustee; and  
21           c. This Order being vacated, amended (other than by agreement of  
22            the parties with the approval of the Court), reversed or stayed.

23       20. Upon the occurrence of an event of default and the expiration of five (5)  
24 business days following the date of the receipt by the Debtor or its counsel of a written  
25 notice of default from GECC or its counsel, and the failure of the Debtor to cure such  
26

FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 6

CRUMB & MUNDING, P.S.  
THE DAVENPORT TOWER  
111 S. POST STREET, PH 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155

1 default within a ten (10) business day period (except in the case of a payment default,  
2 which must be cured within two (2) business days after notice), the authority of the  
3 Debtor to use the existing collateral or Replacement Collateral hereunder shall  
4 immediately and automatically terminate, although the Debtor would retain the right  
5 to seek relief from the Court. A hearing in connection with a default may be noted on  
6 an expedited basis by either the Debtor or GECC, but GECC shall not be required to  
7 obtain a hearing or further order of the Court if the Debtor does not contest a default  
8 within the time provided in this paragraph.

9       21. The authority of the Debtor to use cash collateral will automatically  
10 terminate, without further action by GECC, the Debtor or the Court, upon the  
11 occurrence of an event of default as defined herein, or upon Order of the Court.

12

13 Presented by:

14 CRUMB & MUNDING, P.S.

15

16 */s/ John D. Munding*

17 JOHN D. MUNDING, WSBA #21734  
18 Attorneys for Debtor-in-Possession.

19

20 Approved as to form,  
Notice of Presentation Waived.

21

22

23 */s/ David B. Levant*

24 DAVID B. LEVANT, WSBA #20528  
25 Attorneys for General  
26 Electric Capital Corporation  
p:\files\Centurion\2010.028

FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 7

CRUMB & MUNDING, P.S.  
THE DAVENPORT TOWER  
111 S. POST STREET, PH 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155

1 default within a ten (10) business day period (except in the case of a payment default,  
2 which must be cured within two (2) business days after notice), the authority of the  
3 Debtor to use the existing collateral or Replacement Collateral hereunder shall  
4 immediately and automatically terminate, although the Debtor would retain the right  
5 to seek relief from the Court. A hearing in connection with a default may be noted on  
6 an expedited basis by either the Debtor or GECC, but GECC shall not be required to  
7 obtain a hearing or further order of the Court if the Debtor does not contest a default  
8 within the time provided in this paragraph.

9       21. The authority of the Debtor to use cash collateral will automatically  
10 terminate, without further action by GECC, the Debtor or the Court, upon the  
11 occurrence of an event of default as defined herein, or upon Order of the Court.

12  
13 Presented by:  
14 CRUMB & MUNDING, P.S.

15  
16 /s/ *John D. Munding*  
17 JOHN D. MUNDING, WSBA #21734  
18 Attorneys for Debtor-in-Possession.

19 Approved as to form,  
20 Notice of Presentation Waived.

21  
22  
23 /s/ *David B. Levant*  
24 DAVID B. LEVANT, WSBA #20528  
25 Attorneys for General  
26 Electric Capital Corporation  
p:\files\Centurion\2010.028

FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 7

CRUMB & MUNDING, P.S.  
THE DAVENPORT TOWER  
111 S. POST STREET, PH 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155

10-04024-FLK  
11

1  
2  
3  
4 So Ordered this 16<sup>th</sup>  
5  
6 day of July, 2010  
7  
8  
9

10 Frank J. Kurt  
11  
12 Bankruptcy Judge  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL  
PENDING FUTURE ORDER - 8

CRUMB & MUNDING, P.S.  
THE DAVENPORT TOWER  
111 S. POST STREET, PH. 2290  
SPOKANE, WA 99201  
(509) 624-6464  
FAX (509) 624-6155